

(d) The total monthly benefit of a Player awarded total and permanent disability benefits under the 2008 Window Period will be calculated as the minimum benefit under Section 5.1 in the category for which he qualifies (or the sum of his Benefit Credits, if greater), multiplied by the actuarial factor that was originally used to adjust for the form of retirement benefit he selected.

(e) The total and permanent disability benefit of a Player who qualifies under the 2008 Window Period will be classified pursuant to Sections 5.1 and 5.5.

(f) Any payment of disability benefits awarded pursuant to this Section 5.8 will be reduced by the value of any retirement benefits the Player has received under the Plan for the same period.

ARTICLE 6 LINE-OF-DUTY DISABILITY

6.1 Line-of-Duty Disability Benefits. Any Player who incurs a "substantial disablement" (as defined in Section 6.4(a) and (b)) "arising out of League football activities" (as defined in Section 6.4(c)) will receive a monthly line-of-duty disability benefit equal to the greater of (a) the sum of the Player's Benefit Credits, including, if applicable, the scheduled Benefit Credit, as provided in Section 1.10(c)(3), for the Plan Year in which the disability that subsequently qualifies as a substantial disablement, is incurred, and (b) \$1,000. The benefit will be payable monthly, beginning as of the first day of the month following the date the disability qualifies as a substantial disablement, and continuing for the duration of such substantial disablement but not for longer than ninety months.

6.2 Relationship to Other Benefits. If both a line-of-duty disability benefit and a total and permanent disability benefit are otherwise payable during a month, only the larger of the two benefits will be paid. After line-of-duty disability benefit payments end, a Player may continue to receive total and permanent disability benefits if he is eligible for such benefits under Article 5. A Player may not receive benefits under this Article 6 for any months in which he is receiving monthly retirement benefits under Article 4. No benefits under this Article 6 will be payable with respect to a future or past month or other period of time to a Player who first makes a claim for benefits under this Article after he begins to receive his monthly pension under Article 4.

6.3 Procedures. Any claim for line-of-duty disability benefits must be submitted in writing to the Retirement Board within forty-eight months after a Player ceases to be an Active Player, but this period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim. Effective for applications for line-of-duty disability benefits received on and after April 1, 2008, for a Player with more than four Credited Seasons, a number of years equal to the number of the Player's Credited Seasons is substituted for "forty-eight months" in the previous sentence.

The Retirement Board or the Disability Initial Claims Committee will determine a Player's substantial disablement, and may, but need not, rely on reports from a physician or physicians approved by the Retirement Board. A Player receiving line-of-duty disability benefits will be subject to further examinations to determine whether he remains eligible for the benefit. One such examination will occur on or about two years after the Player's effective date and another on or about five years after the Player's effective date. Further examinations will also occur any time requested by three or more voting members of the Retirement Board, but not more frequently than once every six months. If the Retirement Board or the Disability Initial Claims Committee determines that the substantial disablement of the Player has terminated, the line-of-duty disability benefit payments will cease.

A Player whose claim for benefits under this Article has been denied and is not subject to further administrative review will be presumed conclusively to not have a substantial disablement for twelve months following the date of such final denial. However, the Retirement

Board or the Disability Initial Claims Committee may waive this twelve-month rule upon a showing by the Player that the Player may have incurred a substantial disablement since the date of the original claim due to a new injury or condition.

6.4 Definitions.

(a) For applications received on or after May 1, 2002, a "substantial disablement" is a "permanent" disability that:

- (1) Results in a 50% or greater loss of speech or sight; or
- (2) Results in a 55% or greater loss of hearing; or
- (3) Is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system; or
- (4) For orthopedic impairments, using the American Medical Association *Guides to the Evaluation of Permanent Impairment* (Fifth Edition, Chicago, IL) ("AMA Guides"), is (a) a 38% or greater loss of use of the entire lower extremity; (b) a 23% or greater loss of use of the entire upper extremity; (c) an impairment to the cervical or thoracic spine that results in a 25% or greater whole body impairment; (d) an impairment to the lumbar spine that results in a 20% or greater whole body impairment; or (e) any combination of lower extremity, upper extremity, and spine impairments that results in a 25% or greater whole body impairment.

In accordance with the AMA Guides, up to three percentage points may be added for excess pain in each category above ((a) through (e)). The range of motion test will not be used to evaluate spine impairments.

(b) A disability will be deemed to be "permanent" if it has persisted or is expected to persist for at least twelve months from the date of its occurrence and if the Player is not an Active Player.

(c) "Arising out of League football activities" means a disablement arising out of any League pre-season, regular-season, or post-season game, or any combination thereof, or out of League football activity supervised by an Employer, including all required or directed activities. "Arising out of League football activities" does not include, without limitation, any disablement resulting from other employment, or athletic activity for recreational purposes, nor does it include a disablement that would not qualify for benefits but for an injury (or injuries) or illness that arises out of other than League football activities.

6.5 Prior Standard. Any Player awarded and receiving line-of-duty disability benefits pursuant to an application received prior to May 1, 2002 will continue to have a substantial disablement, for purposes of Section 6.3, if (1) his impairment has not improved, or (2) his impairment has improved but still meets the qualifying percentages of Section 6.4(a).

ARTICLE 7 DEATH BENEFITS

7.1 After Retirement. In the event of the death of a Vested Inactive Player who dies on or after the date his retirement benefits begin, benefits will continue to be paid only if (a) the form of benefits is a Qualified Joint and Survivor Annuity and the Player is survived by his Spouse, (b) the form of benefits is a life and contingent annuitant pension and the Player is survived by his contingent annuitant, or (c) the form of benefits is a life and ten-year certain pension and the ten-year guaranteed period has not yet expired. In each of these cases, the benefits paid following such Player's death will be limited to those payable under the applicable form of benefits.

7.2 Widow's and Surviving Children's Benefit. If a Player dies before the date his retirement benefits begin, and he was, at the time of his death, (a) an Active Player, (b) a Vested Inactive Player who is vested solely because of Credited Seasons, and not by reason of Years of Service after ceasing to be an Active Player, or (c) entitled to disability benefits under Articles 5 or 6 (regardless of when such entitlement is determined), his surviving Spouse, or if there is no surviving Spouse, his surviving minor children, if any, will, subject to Section 7.4 below, receive a monthly widow's and surviving children's benefit equal to the greater of (a) 50% of the Player's Benefit Credits, or (b) \$3,600. Further, for the first forty-eight months following such Player's death, the amount of this benefit will be (a) for a Player who is an Active Player after the 1976 Plan Year, no less than \$6,000 per month, and (b) for a Player who is an Active Player after the 1981 Plan Year, no less than \$9,000 per month. For payments with respect to months prior to April 1, 2006, the Widow's and Surviving Children's Benefit will be determined based on the Plan in effect for such periods.

A surviving Spouse will receive the first payment of this benefit beginning as of the first of the month following the Player's death, and the last payment as of the first of the month in which she dies or remarries, whichever occurs sooner. Following the death or remarriage of the surviving Spouse, this benefit will be divided equally among the surviving minor children, if any. For purposes of this Section, a child will be considered to be a minor child until he or she reaches age nineteen (or, age twenty-three if in college), or continuously if mentally or physically incapacitated.

Benefit Credits for Credited Seasons prior to 1959 will not be included to determine the benefit, if any, paid under this Section 7.2. For purposes of the preceding sentence, for Players with at least one Credited Season within the period 1959 through 1963, Credited Seasons prior to 1959 needed to attain five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

7.3 Spouse's Pre-Retirement Death Benefit. If a married Vested Player dies before the date his retirement benefits begin, his surviving Spouse will, subject to Section 7.4 below, receive payments as described below:

(a) If the Player dies after his "earliest retirement age," the Player's surviving Spouse will receive the same benefit that would be payable if the Player had begun to receive benefits in

the form of an immediate Qualified Joint and Survivor Annuity on the day before the Player's death; or

(b) If the Player dies on or before his "earliest retirement age," the Player's surviving Spouse will receive the same benefit that would be payable if the Player had:

- (1) Survived to his earliest retirement age;
- (2) Begun to receive benefits in the form of an immediate Qualified Joint and Survivor Annuity at his earliest retirement age; and
- (3) Died on the day after his earliest retirement age.

For purposes of this Section, "earliest retirement age" means, for a Player who has a Credited Season prior to the 1993 Plan Year, the first day of the calendar month in which he would have attained age forty-five, and, for any other Player, the first day of the calendar month in which he would have attained age fifty-five.

7.4 Elections. If both a widow's and surviving children's death benefit and a Spouse's pre-retirement death benefit might be payable, the surviving Spouse may elect to receive one or the other, but not both, of these death benefits. This election must be in writing and may not be revoked after the initial payment is mailed or otherwise transmitted to the surviving Spouse. Prior to her election, the surviving Spouse will be provided with an explanation of the terms and conditions of the two death benefits and the financial effect of the election of one such benefit over the other.

7.5 Miscreant Rule. After a Player's death, no benefits under this Article will be paid to a person who is convicted, pleads guilty, or pleads no contest in connection with the death of the Player. Any benefits paid under this Article will be determined as if such person did not exist.

ARTICLE 8
THE RETIREMENT BOARD AND
DISABILITY INITIAL CLAIMS COMMITTEE

8.1 Selection of the Retirement Board. The Retirement Board will consist of seven members. The members of the Retirement Board are as follows:

- (a) Three voting members appointed by the NFLPA.
- (b) Three voting members appointed by the Management Council.
- (c) The Commissioner of the NFL will be an ex-officio, non-voting member.

The Commissioner will be honorary Chairman of the Retirement Board, and either the Commissioner or, in his absence, his designee, will preside at all meetings of the Retirement Board. The Commissioner's duties and responsibilities under and with respect to the Plan are limited to those that are specifically described in the Plan.

Two Vice Chairmen will be selected. One will be designated from among their number by the members on the Retirement Board appointed by the NFLPA and the other designated from among their number by the members on the Retirement Board appointed by the Management Council. The duties of the Vice Chairmen will be established by the Retirement Board.

The NFLPA and the Management Council will each be entitled to name a proxy for each member on the Retirement Board which it has appointed. Such proxy may be designated any time prior to or during any Retirement Board meeting. This proxy will remain in effect until revoked or the end of that Retirement Board meeting, whichever occurs first.

The NFLPA and the Management Council will have the authority to remove and appoint a replacement for any member on the Retirement Board either has respectively appointed. Any member on the Retirement Board may resign by notice to the Vice Chairmen. If there is a vacancy on the Retirement Board, the appointing party will designate a successor. Until a successor is appointed, the remaining members on the Retirement Board may act on behalf of the Retirement Board; provided, however, that in order to act, the Retirement Board always must have at least four voting members.

8.2 Authority of the Retirement Board. The Retirement Board will be the "named fiduciary" of the Plan within the meaning of section 402(a)(2) of ERISA, and will be responsible for implementing and administering the Plan, subject to the terms of the Plan and Trust. The Retirement Board will have full and absolute discretion, authority and power to interpret, control, implement, and manage the Plan and the Trust. Such authority includes, but is not limited to, the power to:

- (a) Define the terms of the Plan and Trust, construe the Plan and Trust, and reconcile any inconsistencies therein;

- (b) Decide claims for benefits (except that initial claims for disability benefits will be decided by the Disability Initial Claims Committee, and that the Retirement Board will abide by the provisions of Section 8.3);
- (c) Pay all reasonable and necessary expenses of the Plan;
- (d) Adopt procedures, rules, and forms for the administration of the Plan;
- (e) Delegate its power and duties to other persons and appoint and assign authority to other persons (including, but not limited to accountants, investment managers, counsel, actuaries, appraisers, consultants, professional plan administrators, physicians, and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the administration of the Plan (with the Retirement Board, to the extent not prohibited by applicable law, being entitled to rely conclusively upon and being fully protected in acting or in declining to act in good faith reliance upon, the advice or opinion of such persons, provided that such persons are prudently chosen and retained by the Retirement Board);
- (f) Establish an investment policy for the Plan;
- (g) Select the Trustee(s) and enter into an agreement(s) with the Trustee(s) setting forth the terms of the Trust;
- (h) Select an investment manager(s), within the meaning of section 3(38) of ERISA, to assume investment responsibility with respect to some or all of the assets of the Trust;
- (i) Commence or defend suits or legal proceedings involving the Plan or Trust;
- (j) Settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Plan or Trust;
- (k) Inspect the records of any Employer as reasonably necessary for the Retirement Board to perform its obligations under the Plan and Trust;
- (l) Obtain fidelity bonds and fiduciary insurance coverage;
- (m) Delegate to any one of their number authority to sign documents on behalf of the Retirement Board and to perform other ministerial acts, when acting by a majority of voting members on the Retirement Board; and
- (n) Recover any overpayment of benefits through reduction or offset of future benefit payments or other method chosen by the Retirement Board.

8.3 Disputes of the Retirement Board.

- (a) Medical Disputes. If the voting members of the Retirement Board are deadlocked

with respect to a decision as to (1) whether a claimant medically is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit within the meaning of Section 5.2, or (2) whether an applicant meets the requisite percentage disability requirements to be eligible for line-of-duty disability benefits, the Retirement Board may by an affirmative vote of three voting members submit such disputes to a Medical Advisory Physician for a final and binding determination regarding such medical issues. The Medical Advisory Physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of this Plan and whether the claimant is entitled to benefits, the Retirement Board will retain its full and absolute discretion, authority and power under Sections 8.2 and 8.9.

(b) **Benefits Disputes.** If the voting members of the Retirement Board are deadlocked with respect to a decision as to whether or to what extent any person is eligible for or entitled to benefits under this Plan, the Retirement Board may by an affirmative vote of three voting members submit such dispute for final and binding arbitration in accordance with the procedures and practices in use prior to the CBA.

(c) **Other Disputes.** If the voting members of the Retirement Board are deadlocked for any other reason, the Retirement Board may by an affirmative vote of three voting members submit such disputes to the Benefit Arbitrator for a final and binding determination in accordance with the procedures of the CBA.

8.4 Selection of the Disability Initial Claims Committee.

(a) The Disability Initial Claims Committee will consist of two members. One member will be appointed by the NFLPA, and one member will be appointed by the Management Council.

(b) The NFLPA and the Management Council will each be entitled to name a proxy for the member of the Disability Initial Claims Committee each has appointed. Such proxy may be designated any time prior to or during any Disability Initial Claims Committee meeting. This proxy will remain in effect until revoked or the end of that Disability Initial Claims Committee meeting, whichever occurs first.

(c) The NFLPA and the Management Council will have the authority to remove and appoint a replacement for the member of the Disability Initial Claims Committee each has appointed. A member of the Disability Initial Claims Committee may resign by notice to the Vice-Chairmen of the Retirement Board. If there is a vacancy on the Disability Initial Claims Committee, the appointing party will designate a successor. In order to act, the Disability Initial Claims Committee always must have two members.

8.5 Authority of the Disability Initial Claims Committee. The Disability Initial Claims Committee will be responsible for deciding all initial claims for any and all disability benefits under this Plan. The Disability Initial Claims Committee also will make initial decisions under Sections 5.3 and 6.3 as to whether Players currently receiving disability benefits should continue to receive those benefits. At the request of a member of the Disability Initial Claims

Committee, the Disability Initial Claims Committee will reconsider any decision it has made. When making the decisions described in this Section 8.5, the Disability Initial Claims Committee will have full and absolute discretion, authority and power to interpret the Plan and the Trust.

8.6 Disputes of the Disability Initial Claims Committee. If the members of the Disability Initial Claims Committee are deadlocked with respect to a decision as to whether a claimant is entitled to a benefit, the claim will be deemed denied. However, if such claimant is currently receiving disability benefits, and if such deemed denial is appealed to the Retirement Board within sixty days from the date the notice of the deemed denial was mailed to the claimant, benefits will continue to be paid until and unless the Retirement Board determines on appeal that the claimant is no longer entitled to the benefits. If such claimant is currently receiving disability benefits and if such deemed denial is not appealed to the Retirement Board within sixty days from the date the notice of the deemed denial was mailed to the claimant, benefits will not be paid with respect to any month that begins more than sixty days from the date of the deemed denial. If the deemed denial is later appealed to the Retirement Board within the 180-day period described in Section 11.6(a) and the Retirement Board upholds the claimant's appeal, benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Retirement Board.

8.7 Meetings.

(a) **Retirement Board.** The Retirement Board will meet quarterly and a member on the Retirement Board may participate in a meeting by means of conference telephone or similar communications equipment. Except as otherwise expressly provided in the Plan, any action by the Retirement Board will require four affirmative votes. The Retirement Board may make decisions to take any action without calling a meeting, but any decisions so made, or action so taken, will be evidenced by a written instrument signed by at least four voting members on the Retirement Board.

(b) **Disability Initial Claims Committee.** The Disability Initial Claims Committee will meet periodically and the members of the Disability Initial Claims Committee may participate in a meeting by means of conference telephone or similar communications equipment. Any action by the Disability Initial Claims Committee will require two affirmative votes. The Disability Initial Claims Committee may make decisions and take any action without calling a meeting, but any decisions so made, or action so taken, will be evidenced by a written instrument signed by both members of the Disability Initial Claims Committee.

8.8 Duty of Care. The Retirement Board and the Disability Initial Claims Committee will discharge their duties with respect to the Plan and Trust solely and exclusively in the interest of the Players and their beneficiaries, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. The duties of the Retirement Board and the Disability Initial Claims Committee will only be those specifically undertaken pursuant to the Plan and Trust. No member of the Retirement Board or the Disability Initial Claims Committee will be liable for the act of any other member, except to the extent required by law. In the event that any dispute arises as to any act to be

performed by the Retirement Board, the members of the Retirement Board may, to the extent permitted by ERISA, postpone the performance of such act until (a) actual adjudication of such dispute has been made in a court of competent jurisdiction, or (b) they are indemnified against any liability.

8.9 Discretionary Acts. Benefits under this Plan will be paid only if the Disability Initial Claims Committee, or the Retirement Board, or its designee, decides in its discretion that the applicant is entitled to them. In exercising their discretionary powers under the Plan and Trust, the Retirement Board and the Disability Initial Claims Committee will have the broadest discretion permissible under ERISA and any other applicable laws, and their decisions will be binding upon all persons affected thereby. In deciding claims for benefits under this Plan, the Retirement Board and Disability Initial Claims Committee will consider all information in the Player's administrative record, and shall have full and absolute discretion to determine the relative weight to give such information.

8.10 Indemnification.

(a) To the extent permitted by applicable law, each member of the Retirement Board and the Disability Initial Claims Committee, their alternates, the Medical Director, and employees of the Plan will be indemnified and saved harmless by the Plan and Trust from and against any and all claims of liability arising in connection with the exercise of their duties and responsibilities with respect to the Plan and Trust by reason of any act or omission, including all expenses reasonably incurred in the defense of such act or omission, unless (1) it is established by final judgment of a court of competent jurisdiction that such act or omission involved a violation of the duties imposed by Part 4 of Subtitle B of Title I of ERISA on the part of such person, or (2) in the event of settlement or other disposition of such claim involving the Plan or Trust, it is determined by written opinion of independent counsel that such act or omission involved a violation of the duties imposed by Part 4 of Subtitle B of Title I of ERISA on the part of such person. The independent counsel referred to in subparagraph (2) will be selected by mutual agreement of the NFLPA and the Management Council. If those parties cannot agree, an independent counsel will be selected by the Benefit Arbitrator.

(b) To the extent permitted by applicable law, the Trust will pay expenses (including reasonable attorneys' fees and disbursements), judgments, fines and amounts paid in settlement incurred by a member of the Retirement Board and the Disability Initial Claims Committee, their alternates, the Medical Director, and employees of the Plan in connection with any of the proceedings described above, provided that (1) each such person will repay such advanced expenses to the Trust, plus reasonable interest, if it is established by a final judgment of a court of competent jurisdiction, or by written opinion of independent counsel under the circumstances described in Section 8.10(a)(2) above, that such person violated duties under Part 4 of Subtitle B of Title I of ERISA, and (2) each such person will make appropriate arrangements for repayment of advanced expenses.